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ABSTRACT

This agreement between Williamsport Area Community College and the Williamsport Area Community College Education Association covers the academic year 1972-1973. Articles of the agreement include recognition, check-off, association prerogatives, employer prerogatives, employees' rights, grievance procedure, no strikes or lockouts, access to information, communications, release time, access to premises, term of employment, probationary employment, notices of appointment, retrenchment, librarians and counselor, hours, office hours, advisory responsibilities, leaves of absence, maximum load and compensable overload, school of continuing education, summer school salaries, vacation for 12-month employees, life insurance, hospitalization insurance, travel allowance, retirement, tuition reimbursement and waiver, no discrimination, printing agreement, miscellaneous, invalidity, and duration of agreement. (MJM)

ED 087274

Williamsport Area
Community College
Pennsylvania
NEA, 2 year

AGREEMENT

between

THE WILLIAMSPORT AREA COMMUNITY COLLEGE

and

WILLIAMSPORT AREA COMMUNITY COLLEGE
EDUCATION ASSOCIATION

for the

1972-1973 Academic Year

U.S. DEPARTMENT OF HEALTH,
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January 25, 1972

Williamsport, Pennsylvania

HE 005068

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This Agreement made and entered into this 25th day of January, 1972, by and between The Williamsport Area Community College, Williamsport, Pa., hereinafter referred to as the "Employer" or "College," and Williamsport Area Community College Education Association, Williamsport, Pa., hereinafter referred to as the "Association."

WITNESSETH:

ARTICLE I. RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and terms and conditions of employment for its full-time teaching faculty, counselors and librarians, but excluding Departmental Chairmen, non-teaching nurses, Assistant Admissions Officer, employees of the Employer performing non-professional work, and all other supervisors, first-level supervisors, and confidential employees as defined in Act 195.

Section 2. The employees of the Employer who are so represented shall be collectively designated herein as the "bargaining unit" or "employees."

Section 3. This Agreement shall not be construed to prevent the Employer from dealing in any manner with any other faculty organization or group for any purpose not in conflict with Section 1 of this Article.

Section 4. All rules, regulations and policies of the Employer heretofore in effect, which deal with wages, hours, or terms and conditions of employment of the bargaining unit, shall be deemed superseded from the effective date of this Agreement. The Employer shall not adopt any rule, regulation, or policy during the term of this Agreement which shall be in conflict with the terms of this Agreement.

Section 5. During the term of this Agreement, neither party shall be required to renegotiate any of the provisions of this Agreement nor negotiate additional terms thereof, nor "meet and discuss" regarding any matter referred to in Section 702 of Act 195, except as may be required by law. In the event the parties mutually agree to amend any provision of this Agreement, such amendment shall not be considered binding or in effect until it has been duly ratified, reduced to writing, and executed by the authorized representatives of each party.

ARTICLE II. CHECK-OFF

Section 1. The Employer agrees to deduct from the first salary payment in each month of every employee who so authorizes it in proper written form, the membership dues of the Association in amounts certified to it in writing by the Association. On or before the tenth (10th) day of the following month the College shall remit to the Secretary-Treasurer of the Association the amount of dues withheld during the preceding month.

Section 2. Dues deductions as provided herein shall commence in the first full month following the date of execution of this Agreement.

Section 3. In consideration of the Employer's agreement to deduct and remit dues as provided herein, the Association agrees to save harmless the Employer from any and all claims, demands or liabilities arising out of the operation of this Article.

ARTICLE III. ASSOCIATION PREROGATIVES

Section 1. The Association shall have the exclusive right to manage its affairs as it deems appropriate except to the extent as may be provided in this Agreement.

Section 2. With respect to such terms and conditions of this Agreement which require ratification or approval by the membership of the Association, only members of the bargaining unit shall be eligible to vote.

Section 3. Upon one (1) weeks advance written notification to the Employer, the Employer shall attempt to make available to the Association the auditorium of the high school on Third Street,

Williamsport, for the holding of a general meeting, so long as the auditorium has not been previously set aside for another purpose. Any expenses incurred in the setting up of the meeting or resulting from its use by the Association shall be promptly reimbursed to the Employer by the Association. Any meetings of the Association shall be conducted on the employees' own time. The Association shall be responsible for the proper maintenance and care of the auditorium and its appearance and condition at the conclusion of the meeting. The Association shall hold the Employer harmless for any claims, demands, or liabilities arising out of the use by the Association of the aforesaid auditorium.

Section 4. The said auditorium shall be made available to the Association no more than four (4) times during the period of this Agreement.

Section 5. The Association shall have the right to post notices of meetings, candidates for office, results of elections, the names of officially appointed representatives and committeemen, and matters involving Association business, other than solicitation of membership, on the existing bulletin boards on the College campus; provided, that the Employer shall have no responsibility whatsoever for the contents or care of any such postings.

ARTICLE IV. EMPLOYER PREROGATIVES

Section 1. Except as specifically provided in this Agreement, the Employer retains and reserves all powers, rights, authorities, duties and responsibilities conferred upon or vested in it by the laws and constitution of the Commonwealth of Pennsylvania including, without limitation, the administration and operation of the College, all functions set forth in Section 702 of Act No. 195 of the laws of Pennsylvania (1970), the right to enlarge, expand, curtail, or cease any of its programs, contracts, or operations, and to employ, reemploy, discharge, promote, transfer or layoff its employees; provided, however, that transfers shall not be effected for arbitrary reasons and the discharge of any employee shall be for just cause.

Section 2. The prerogatives enumerated in Section 1 of this Article shall not be subject to the grievance procedure unless in the exercise of its prerogatives the Employer is alleged to have violated a provision of this Agreement.

ARTICLE V. EMPLOYEES' RIGHTS

Section 1. Every employee, as a faculty member, is entitled to freedom in the classroom in discussing his subject and in reporting the truth as he sees it, but should avoid introducing into his teaching controversial matter which has no relation to his subject.

Section 2. The faculty member is a member of a learned profession. As such he holds a special position in the community and should remember that the public may judge his profession and his institution by his utterances. Hence, he should be at all times accurate, should exercise restraint, should show respect for the opinions of others, and should make clear that he is not a spokesman for the institution unless specifically authorized. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline but shall not identify himself with the College (except to the extent that such identification may be relevant to his speech or his writing) nor shall he identify his views with those of the College unless specifically authorized. His participation or non-participation in any lawful organization or group shall in no way adversely affect his employment.

Section 3. Since an informal atmosphere in the classroom is closely related to freedom in the classroom any disruptive incidents occurring in connection with instructional activity shall not be made public by the College without first reviewing said incidents with the employee involved nor shall the employee involved make such incidents public without the concurrence of the College.

Section 4. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties.

Section 5. Employees shall have the right to join or assist the Association and shall also have the right to refrain from any such activities.

ARTICLE VI. GRIEVANCE PROCEDURE

Section 1. It is the declared objective of the Employer and the Association to encourage the prompt disposition of grievances as they may arise and to require for their resolution recourse to the procedures set forth in this Article.

Section 2. A grievance is an allegation by an employee, a group of employees, or, if ten (10) or more employees are aggrieved, by the Association that the Employer has misinterpreted or misapplied the terms of this Agreement as to him or them; provided, that if any legal issue or question is involved in the grievance, the grievance shall be handled as provided herein, except that it shall terminate with Step 3, below, and be subject to review only by a court of competent jurisdiction.

Section 3. In the event of a grievance, the aggrieved employee or employees shall be required to submit the grievance in writing within seven (7) days of its occurrence under Step 1 of the grievance procedure as hereinafter set forth:

Step 1. The aggrieved employee, employees, or Association shall submit the written grievance to the Department Chairman involved who shall be required to reply in writing within seven (7) days from receipt of the said grievance; provided, however, that counselors and librarians shall submit their grievance to their respective Directors.

Step 2. If the Department Chairman (or Director) fails to reply within the time specified, or if his reply is unsatisfactory to the aggrieved, the grievant may submit his written grievance to the Dean of his School, or his designee, who shall hold a hearing thereon and shall have ten (10) days from the date of its receipt to reply in writing; provided, however, that counselors shall, in this Step, submit their unsatisfied grievances to the Dean of Student Services or his designee, and librarians shall submit their unsatisfied grievances to the Vice President or his designee.

Step 3. If the Employer's representative fails to reply within the time specified in Step 2, or if his reply is unsatisfactory to the aggrieved, the grievant may submit his written grievance to the President of the College, or his designee, who shall hold a hearing thereon and shall have twenty (20) days from the date of its receipt to reply in writing.

Step 4. If the President fails to reply within the time specified in Step 3, or if his reply is unsatisfactory to the aggrieved, the Association shall determine whether it wishes to submit the matter to arbitration. In the event it wishes to do so and if the grievant concurs, it shall within ten (10) days following the President's reply (or if he has failed to reply within ten (10) days following the end of the twenty (20)-day period set forth in Step 3), notify the Employer in writing of its desire to submit the grievance to arbitration.

A. Within one (1) week following receipt of such notification, a representative of the Association shall meet with a representative of the Employer and attempt to agree on the identity of the arbitrator for the grievance in dispute. If the parties are unable to agree, they shall promptly request the Federal Mediation and Conciliation Service to submit the names of seven (7) qualified arbitrators residing within one hundred (100) miles of Williamsport. They shall request the said Federal Mediation and Conciliation Service to include with its submission the relevant background material regarding each arbitrator on its list.

B. Within five (5) days following the receipt of said list, a representative of each of the parties shall meet, and by alternately striking names on the list, determine the identity of the arbitrator. The parties shall thereupon notify the Federal Mediation and Conciliation Service of their choice.

C. The arbitrator shall conduct the arbitration hearing within twenty (20) days following his designation and issue his findings and award within thirty (30) days following the close of the hearing.

D. The arbitration shall be conducted in accordance with the then current rules of the Federal Mediation and Conciliation Service.

E. All of the arbitrator's charges, including fees and expenses, shall be shared equally by the Association and the Employer.

F. The award of the arbitrator shall be final, binding and conclusive upon all parties to the proceeding and on all employees; provided, however, that the arbitrator's jurisdiction shall be limited solely to the application and

interpretation of this Agreement. He shall have no power to add to, modify, or amend in any respect any provisions of this Agreement; provided, further, that the arbitrator shall have no power to determine any question of law but that only a court of competent jurisdiction shall resolve any legal issue or question which arises in the course of the arbitration proceeding or on which the grievance is based.

Section 4. It is agreed that time is of the essence in each step of the grievance procedure and may not be varied except by mutual written agreement with the concurrence of the Association; any such variance shall apply only to the grievance in issue and the specific Step for which the time has been modified; provided, however, that in the event the reply to a grievance is accepted as final disposition of the grievance, and if the Employer fails to carry out its commitment within the time indicated, the grievance may be handled in the next Step by the aggrieved party, regardless of the time elements involved; and provided, further, that in computing days under Section 3 of this Article, days which fall during a vacation period shall not be counted except those which fall during the summer vacation.

Section 5. In the event the grievance involves the conduct of a Dean, the grievance procedure shall begin at Step 2; in the event the grievance involves the conduct of an administrative officer above the level of Dean, the grievance procedure shall begin at Step 3.

Section 6. It is understood that every grievant shall have the right to process his own grievance or may, at his option, be aided by a representative of the Association; provided, however, that the Association shall have the right to be present at each step of the grievance procedure. The Employer shall furnish the Association with a copy of its written replies in each step of the grievance procedure.

Section 7. In the processing of a grievance involving more than one employee, all the grievants may be present at each step so long as they are not required to be teaching or otherwise engaging in their regular work assignments; provided, that the Employer shall attempt to schedule hearings on the grievance at a time when all parties can conveniently attend.

ARTICLE VII. NO STRIKES OR LOCKOUTS

Section 1. Since this Agreement provides for the amicable adjustment of grievances the Association, in behalf of itself and each of the employees, agrees not to engage in, initiate, authorize, sanction, or support any strike, slowdown, stoppage of work or other concerted refusal to work and the Employer agrees not to lock out any employee or group of employees during the term of this Agreement.

Section 2. In the event that any employee or group of employees engages in a strike, slowdown, stoppage of work or other concerted refusal to work and is disciplined or discharged therefor, such discipline or discharge shall not be a subject of a grievance, regardless of any other provision of this Agreement, except that the question as to whether the employee or employees who have been so disciplined or discharged did in fact engage in such activity shall be subject to the grievance procedure.

Section 3. In the event of any unauthorized strike, slowdown, stoppage of work or other concerted refusal to work by an employee or group of employees, the Association shall promptly and publicly disavow such action, request and direct the employees so involved to return to work, and attempt to bring about a prompt resumption of normal operations of the Employer. The Association shall thereupon promptly notify the Employer in writing of the measures it has taken to comply with this Section.

ARTICLE VIII. ACCESS TO INFORMATION

Section 1. Upon the Association's request and within a reasonable time thereafter, the Employer shall make available to the Association such relevant information as the Association may request and to which it is entitled pertaining to any pending grievance or forthcoming collective bargaining negotiation with the Employer; provided, however, that the Association shall promptly reimburse the Employer for any expenses it may incur in the preparation and provision of such information.

Section 2. Personnel files of the employees shall be accessible to an authorized representative of the Association upon written direction of the employee, after reasonable notice to the Employer. An employee may, at any time, add additional information to his own personnel file, indicating thereon the date when such addition is made; provided, that such information be delivered to the office of his Dean, or in the case of Librarians, to the office of the Vice President. An employee may have access to his own file upon request.

ARTICLE IX. COMMUNICATIONS

Section 1. Whenever a written communication dealing with wages, hours, terms or conditions of employment is sent by the Employer to all employees in any of its Schools of Applied Arts and Sciences, Liberal Arts and Sciences, Continuing Education and Community Services, and Summer School, the AV's Program, or all employees of any classification which comprises a part of the unit, an additional copy of such communication shall be sent to the President of the Association.

Section 2. In the event an emergency or matter of an urgent nature within the jurisdiction of the Association (as described in Article I, Section 1) arises, the Association shall have the right to communicate with the Employer during the term of this Agreement, under the following conditions:

A. The President of the Association shall address a written communication to the Vice President of the Employer setting forth the nature of the emergency or urgent matter and requesting a meeting.

B. Within five (5) days of the receipt of such communication, the Vice President or his designee shall inform the President of the Association in writing of the time and place of the requested meeting. Such meeting shall be held within ten (10) days from the receipt of such communication.

C. The Employer's representatives at such a meeting shall be the Deans of the respective Schools, or their designees. The Association's representatives at such a meeting shall be such persons within the bargaining unit as the Association may designate.

D. There shall be no more than five (5) of such meetings during the term of this Agreement, except that the parties may mutually agree upon the holding of additional meetings.

E. No matter which may be considered upon the grievance procedure hereinbefore provided shall be the subject of communication under this Article.

Section 3. In the event the Employer desires to communicate with the Association during the life of this Agreement, the President or his designee shall direct a written communication to the President of the Association, set forth the purpose of the meeting, and fix the time and place of such meeting; provided, that if the time set for such meeting shall conflict with any work to be performed by the President of the Association, he shall be excused from performing such work.

ARTICLE X. RELEASE TIME

Section 1. In the event the Employer shall schedule a meeting with the Association for any purpose other than negotiations during a time when any of its representatives at such meeting would normally be at work for the Employer, the Employer shall release such representatives from the performance of their duties for the duration of such meeting.

ARTICLE XI. ACCESS TO PREMISES

Section 1. In the event the Association desires to meet on the College's premises with one of its representatives who is not an employee, it shall notify the President of the College reasonably in advance of such meeting; provided, (a) that the presence of such representative on the premises of the College shall in no way interfere with the normal operations of the College; (b) that such meeting shall be held during normal College hours, during the scheduled work days; (c) that such representative shall not engage in any solicitation of membership for any employee organization, as defined in Act 195 of the Commonwealth of Pennsylvania; and (d) that the Association shall hold the Employer harmless from any claims, demands, or liabilities which may arise from such use of its premises.

ARTICLE XII. TERM OF EMPLOYMENT

Section 1. Except for possible Summer School employment (for which extra compensation shall be paid), as herein provided, full-time teaching faculty shall be employed for a maximum of ten (10) months, commencing on or after September 1 and continuing until the following June 30 or earlier, as the Employer shall determine; provided, that the Employer shall not require the presence at work on or

campus of any such employees between September 1 and the first required activity in the fall and between graduation and June 30 unless their presence is necessary, in the Employer's discretion, for the proper operation of the College; provided, that in the event the required number of scheduled working days have not been held, regardless of the reason therefor, the Employer may require the continuation of classes and the work of employees beyond June 30, but in no event longer than one hundred ninety (190) days worked, dating from the beginning of the aforesaid ten (10)-month period.

Section 2. Other employees covered by this Agreement shall be employed on a twelve (12)-month basis commencing on July 1; provided, that if any such employee desires a ten (10)-month employment period in any year in order to continue his schooling in his discipline, he shall so advise the Employer by the preceding December 1 and the Employer shall make the necessary arrangements to allow leave for the said purpose if a satisfactory replacement is available; provided, further, that the said employee shall not be entitled to compensation during the period of his absence at which he would otherwise be at work.

Section 3. The academic year shall commence on July 1 and end on the following June 30.

ARTICLE XIII. PROBATIONARY EMPLOYMENT

Section 1. Every employee shall be considered to hold probationary employment until he has been reappointed following three (3) full years of continuous employment within the unit described in Article I of this Agreement.

Section 2. The Employer shall have the right, in the exercise of its discretion, not to offer reappointment to any employee holding probationary employment. The Employer shall have the right, in the exercise of its discretion, to terminate the employment of a probationary employee, complying with the following procedure:

A. During the first six (6) months of employment, such employee may be terminated on written notice by the Employer stating the reason therefor;

B. Thereafter, any probationary employee who is terminated shall be afforded a hearing, upon his request, before the President of the College, or his designee, after receiving written notice of the reason for the termination. Such hearing shall be held within two (2) weeks of the sending of the aforesaid notice; provided, that the action of the Employer in terminating such employee shall not be subject to the grievance or arbitration procedure. The Association shall have the right to be present at the aforesaid hearing, unless the said employee objects.

Section 3. In the event of reappointment following three (3) full years of continuous employment with the Employer, failure to offer such employee reappointment or termination of such employee's employment shall be only for just cause, the elimination of courses which the said employee had been teaching, or retrenchment, whatever the reason therefor.

ARTICLE XIV. NOTICES OF APPOINTMENT

Section 1. Within ten (10) days following the execution of this Agreement or its anniversary, the Employer shall send duplicate Notices of Appointment to each employee to whom employment shall be offered during the ensuing fiscal year of the Employer, July 1 through June 30. Within twenty (20) days from the date of mailing said Notices, employees accepting the employment offered shall sign, date, and deliver to the President of the College a copy of the said Notice; provided, that the Employer may regard the failure of an employee to execute and deliver a copy of the said Notice, as required herein, to constitute a refusal of the said offer of employment and a tender of resignation as of the end of the current fiscal year.

Section 2. Employees who are not offered employment for the ensuing fiscal year shall be so notified by the Employer no later than the time indicated in Section 1 hereof.

Section 3. A Notice of Appointment shall include the employee's name, rank, salary, School, and teaching discipline.

Section 4. Whenever a vacancy exists in a position within the bargaining unit, the College shall notify all employees of the College of such vacancy in order to allow them to express their interest in being appointed to fill such vacancy. In the event a vacancy exists in an administrative position, the Employer, in its discretion, may notify the employees thereof at the same time or before it advertises to fill such vacancy; provided, that nothing shall preclude the Employer from withholding announcement of any vacancy when, in its judgment, circumstances so warrant.

ARTICLE XV. RETRENCHMENT

Section 1. Retrenchment because of financial considerations, program curtailment or elimination of courses shall be applied as herein provided.

Section 2. When retrenchment, in the judgment of the College becomes necessary, terminations of employment shall be made within disciplines, departments, or programs, as circumstances require; provided, that the following order shall be followed to the extent feasible:

A. Part-time employees.

B. Temporary employees. Temporary employees are defined to include employees who, at the time of employment, are notified that they are employed for a fixed term only, without expectation of reappointment.

C. Probationary employees.

D. Employees who have been reappointed after completing their probationary period.

Section 3. In making terminations within any category in Section 2 hereof, the College shall take into consideration the employee's teaching effectiveness as well as his date of first employment with the College and shall give due consideration to both factors in view of the College's obligation to provide the highest possible quality of education for its students and of the employee's desire for job security. The College shall have the burden of justifying any termination which does not conform to the employee's length of service.

Section 4. The College shall notify the employees to be terminated under this Article as soon as practicable in order to give such employees an opportunity of obtaining other employment, but in no case shall less than three (3) months notice of termination be given.

Section 5. Employees terminated hereunder shall be notified of any new opportunity for reemployment by the College within their discipline, following the inverse order of Section 2 hereof, for a period of two (2) years following their termination; provided, that if so notified, they shall write the College of their willingness to accept such reemployment within twenty-one (21) days following such notification and failure to do so shall be deemed a rejection of such proffered reemployment.

Section 6. The Employer agrees that it shall attempt to find other employment within the College for any employee who is to be terminated hereunder; provided, that such employee is qualified to perform the work.

Section 7. Authorized leaves of absence shall not be deemed an interruption of service with the College.

ARTICLE XVI. LIBRARIANS - HOURS

Section 1. Librarians shall work not more than an eight (8)-hour day which shall include one half (1/2) hour for lunch; provided, that their normal workweek shall not exceed thirty-seven and one half (37 1/2) hours, excluding lunch time.

Section 2. In the event a librarian is assigned to Sunday work, he shall receive compensatory time and a half off for such time as he works on Sunday. The Employer and the librarian shall mutually agree when such compensatory time off may be taken.

ARTICLE XVII. COUNSELORS - HOURS

Section 1. Counselors shall work not more than an eight (8)-hour day which shall include one half (1/2) hour for lunch; provided, that their normal workweek shall not exceed thirty-seven and one half (37 1/2) hours, excluding lunch time.

Section 2. In the event a counselor is assigned work in excess of thirty-seven and one half (37 1/2) hours, he shall receive compensatory time off in an amount equal to the amount of time so worked. The Employer and the counselor shall mutually agree when such compensatory time off may be taken.

Section 3. A counselor shall not be required to impose disciplinary action on any student.

ARTICLE XVIII. OFFICE HOURS

Section 1. A. All teaching faculty shall maintain office hours of at least five (5) hours per week for student consultation on days when classes are in session, and shall post their office hours in conspicuous places.

B. The faculty member shall be physically present in his office during his regularly scheduled office hours.

C. At the option of the faculty member, students may be required to make advance appointments for consultation.

D. The faculty member shall have the right to change his office hours upon posting such change twenty-four (24) hours in advance and giving notice thereof to the Department Chairman.

ARTICLE XIX. ADVISORY RESPONSIBILITIES

Section 1. Employees acting as advisors to student advisees shall receive such information concerning their student advisees as their respective Deans shall consider appropriate to aid the advisors in fulfilling their advisory responsibilities.

Section 2. In the School of Applied Arts and Sciences, students shall be assigned as advisees to employees within each discipline so that each employee within a discipline shall have a substantially equal number of advisees.

Section 3. In the School of Liberal Arts and Sciences, students shall be assigned as advisees to employees so that each employee within the School shall have a substantially equal number of advisees; provided, however, that students newly enrolled shall be assigned as advisees to faculty members who commenced their employment prior to the current semester, in substantially equal numbers.

ARTICLE XX. LEAVES OF ABSENCE

Section 1. A. Whenever any employee desires to go on leave of absence, with or without pay, he shall make written request therefor of his Department Chairman or Director, as far in advance as feasible (unless otherwise provided in this Article), indicating the purpose of the requested leave and its duration. He shall receive prompt written approval or disapproval for such leave, considering the type of leave requested.

B. In the event of sudden illness or accident, or if the employee is otherwise unable to obtain written permission in advance for a leave of absence, he shall nevertheless promptly notify his Department Chairman or Director of his absence. In such event, if the employee receives a leave of absence, the granting of such leave will be placed in writing and a copy thereof sent to the employee.

Section 2. Employees shall be entitled to accrue sickness or accident leave (herein called sick leave) with pay up to ten (10) working days per academic year, all of which shall accrue on the first (1st) day each employee assumes his duties under the terms of his appointment. Each employee may accumulate up to three hundred (300) days of such leave at full pay during his employment with the College.

A. Notification of absence for illness or injury shall be given by the employee to his Department Chairman or Director.

B. Whenever feasible, the employee taking such leave shall attempt, with his Department Chairman or Director, to arrange for the covering of his work assignments with other qualified employees.

C. Upon reasonable advance notice an employee shall be notified by the Employer of the number of his unused sick days.

D. Commencing with the 1972-73 academic year, there shall be established a sick leave bank which shall operate as follows:

ARTICLE XV. RETRENCHMENT

Section 1. Retrenchment because of financial considerations, program curtailment or elimination of courses shall be applied as herein provided.

Section 2. When retrenchment, in the judgment of the College becomes necessary, terminations of employment shall be made within disciplines, departments, or programs, as circumstances require; provided, that the following order shall be followed to the extent feasible:

- A. Part-time employees.
- B. Temporary employees. Temporary employees are defined to include employees who, at the time of employment, are notified that they are employed for a fixed term only, without expectation of reappointment.
- C. Probationary employees.
- D. Employees who have been reappointed after completing their probationary period.

Section 3. In making terminations within any category in Section 2 hereof, the College shall take into consideration the employee's teaching effectiveness as well as his date of first employment with the College and shall give due consideration to both factors in view of the College's obligation to provide the highest possible quality of education for its students and of the employee's desire for job security. The College shall have the burden of justifying any termination which does not conform to the employee's length of service.

Section 4. The College shall notify the employees to be terminated under this Article as soon as practicable in order to give such employees an opportunity of obtaining other employment, but in no case shall less than three (3) months notice of termination be given.

Section 5. Employees terminated hereunder shall be notified of any new opportunity for reemployment by the College within their discipline, following the inverse order of Section 2 hereof, for a period of two (2) years following their termination; provided, that if so notified, they shall write the College of their willingness to accept such reemployment within twenty-one (21) days following such notification and failure to do so shall be deemed a rejection of such proffered reemployment.

Section 6. The Employer agrees that it shall attempt to find other employment within the College for any employee who is to be terminated hereunder; provided, that such employee is qualified to perform the work.

Section 7. Authorized leaves of absence shall not be deemed an interruption of service with the College.

ARTICLE XVI. LIBRARIANS - HOURS

Section 1. Librarians shall work not more than an eight (8)-hour day which shall include one half (1/2) hour for lunch; provided, that their normal workweek shall not exceed thirty-seven and one half (37 1/2) hours, excluding lunch time.

Section 2. In the event a librarian is assigned to Sunday work, he shall receive compensatory time and a half off for such time as he works on Sunday. The Employer and the librarian shall mutually agree when such compensatory time off may be taken.

ARTICLE XVII. COUNSELORS - HOURS

Section 1. Counselors shall work not more than an eight (8)-hour day which shall include one half (1/2) hour for lunch; provided, that their normal workweek shall not exceed thirty-seven and one half (37 1/2) hours, excluding lunch time.

Section 2. In the event a counselor is assigned work in excess of thirty-seven and one half (37 1/2) hours, he shall receive compensatory time off in an amount equal to the amount of time so worked. The Employer and the counselor shall mutually agree when such compensatory time off may be taken.

ARTICLE XV. RETRENCHMENT

Section 1. Retrenchment because of financial considerations, program curtailment or elimination of courses shall be applied as herein provided.

Section 2. When retrenchment, in the judgment of the College becomes necessary, terminations of employment shall be made within disciplines, departments, or programs, as circumstances require; provided, that the following order shall be followed to the extent feasible:

A. Part-time employees.

B. Temporary employees. Temporary employees are defined to include employees who, at the time of employment, are notified that they are employed for a fixed term only, without expectation of reappointment.

C. Probationary employees.

D. Employees who have been reappointed after completing their probationary period.

Section 3. In making terminations within any category in Section 2 hereof, the College shall take into consideration the employee's teaching effectiveness as well as his date of first employment with the College and shall give due consideration to both factors in view of the College's obligation to provide the highest possible quality of education for its students and of the employee's desire for job security. The College shall have the burden of justifying any termination which does not conform to the employee's length of service.

Section 4. The College shall notify the employees to be terminated under this Article as soon as practicable in order to give such employees an opportunity of obtaining other employment, but in no case shall less than three (3) months notice of termination be given.

Section 5. Employees terminated hereunder shall be notified of any new opportunity for reemployment by the College within their discipline, following the inverse order of Section 2 hereof, for a period of two (2) years following their termination; provided, that if so notified, they shall write the College of their willingness to accept such reemployment within twenty-one (21) days following such notification and failure to do so shall be deemed a rejection of such proffered reemployment.

Section 6. The Employer agrees that it shall attempt to find other employment within the College for any employee who is to be terminated hereunder; provided, that such employee is qualified to perform the work.

Section 7. Authorized leaves of absence shall not be deemed an interruption of service with the College.

ARTICLE XVI. LIBRARIANS - HOURS

Section 1. Librarians shall work not more than an eight (8)-hour day which shall include one half (1/2) hour for lunch; provided, that their normal workweek shall not exceed thirty-seven and one half (37 1/2) hours, excluding lunch time.

Section 2. In the event a librarian is assigned to Sunday work, he shall receive compensatory time and a half off for such time as he works on Sunday. The Employer and the librarian shall mutually agree when such compensatory time off may be taken.

ARTICLE XVII. COUNSELORS - HOURS

Section 1. Counselors shall work not more than an eight (8)-hour day which shall include one half (1/2) hour for lunch; provided, that their normal workweek shall not exceed thirty-seven and one half (37 1/2) hours, excluding lunch time.

Section 2. In the event a counselor is assigned work in excess of thirty-seven and one half (37 1/2) hours, he shall receive compensatory time off in an amount equal to the amount of time so worked. The Employer and the counselor shall mutually agree when such compensatory time off may be taken.

(1) Each employee shall contribute one (1) of his ten (10) days of sick leave to the said bank at the time he accrues his sick leave; provided, that the sick bank shall at no time hold more than two hundred fifty (250) days.

(2) After an employee has used his entire accrued sick leave, in the event of serious illness or injury, he may apply to the Joint Committee administering the sick leave bank for additional sick leave and shall be eligible to receive up to thirty (30) days of sick leave from said bank in any academic year, subject to the following conditions:

(a) The Joint Committee shall allot sick leave from the bank in multiples of ten (10) days; provided, that the said Committee's decision as to whether an employee is entitled to draw sick leave from the bank shall be final.

(b) Any unused sick leave taken from the bank by an employee shall be returned to the bank.

(3) At the beginning of any academic year, should the number of sick days remaining in said bank be less than fifty (50), each employee shall again contribute one (1) of his ten (10) sick days to the said bank; if the number of sick days in said bank is fifty (50) or over, the bank shall not be replenished for that year.

(4) The Joint Committee shall consist of two (2) employees designated by the Association and two (2) representatives designated by the College; a majority vote of the said Committee shall be required to allow a withdrawal of sick leave from the said bank. All four (4) members shall constitute a quorum of the said Committee.

(5) The Joint Committee shall have the right to require full medical support for any requests submitted to it before exercising its powers hereunder. It shall also have the right to take into consideration and establish priorities for all requests pending before it in order to make the remaining sick leave in the bank available to the most pressing cases.

(6) It is the purpose and intent of the sick bank to provide a reservoir of additional sick leave for employees who are confronted with a serious loss of earnings due to an extended inability to work resulting from a severe illness or injury.

(7) It is understood that the sick bank provision is intended to be experimental in nature and will be reviewed to ascertain whether its purpose and intent have been achieved in determining whether it shall be retained, enlarged or modified in the future.

Section 3. Employees designated by the Association shall be allowed leave of absence with pay to attend meetings of the state or national organizations with which the Association is affiliated, to a total of five (5) working days for all such employees during the term of this Agreement; provided, that the Association shall give at least two (2) weeks advance written notification to the Department Chairmen or Director whose employees desire to take such leave; and provided, further, that the employees taking such leave shall arrange for the covering of their work assignments by other qualified employees with the approval of the respective Department Chairmen or Directors.

Section 4. In addition to any other leave of absence permitted under this Article, each employee shall be allowed up to three (3) days of absence with full pay during each academic year for any personal matter, subject to the approval of his Dean or the Vice President; provided, that such absences when granted, shall be deducted from accumulated sick leave of the employee.

Section 5. An employee shall be allowed up to five (5) days of absence with full pay due to a death in the immediate family.

A. An employee shall be entitled to one (1) day of absence with full pay on the day of the funeral of a near relative who does not live in the same household with the employee, and such absence may be extended without loss of pay for one (1) additional day when travel conditions or other similar exigencies, as determined by the Dean or Vice President, justify such extension.

B. Immediate family is defined as father, mother, brother, sister, child, spouse, parent-in-law or near relative who lives in the same household with the employee. A near relative is defined as grandmother, grandfather, aunt, uncle, nephew, niece, first cousin, brother-in-law, or sister-in-law of the employee.

Section 6. Any employee who is called for jury duty or is required to attend a judicial or other proceeding in response to a subpoena issued therefor, shall be entitled to leave of absence for the time during which said employee is necessarily absent from his work duties; provided, that said employee shall receive full pay less any amount to which he is entitled as a result of such jury duty or response to subpoena, but in no event shall the employee be required to remit to the College any compensation he might receive above his full pay as an employee.

Section 7. Upon written application by an employee, as herein provided, the Employer may grant sabbatical leave with pay as herein provided.

A. Sabbatical leave may be granted for restoration of health, professional development, travel, or other approved purpose; the application shall be submitted by January 1 of the year prior to the desired sabbatical leave and shall include the specific plan to be followed by the employee during the said leave.

B. Upon completion of the sabbatical leave, the employee shall submit a written report to the President of the College evaluating the sabbatical leave.

C. Sabbatical leave shall be granted at the discretion of the Employer but not more frequently than after each seven (7) years of employment with the College; provided, that such leaves shall not be cumulative. An employee shall be eligible for a sabbatical leave of absence after five (5) years of employment with the College for the purpose of study leading towards a bachelor's degree. Such employee shall not be eligible for another sabbatical leave until after fourteen years of continuous employment by the College.

D. An employee shall have the option to be on sabbatical leave for a semester covering one-half (1/2) the academic year at full salary for that period or for the entire academic year at one-half (1/2) of full salary.

E. For the purpose of determining length of service and entitlement to other benefits provided under this Agreement, the employee during sabbatical leave shall be deemed to be in full-time daily attendance at the position from which sabbatical leave has been taken and upon his return, he shall receive the salary he would have received had he not been on sabbatical leave; provided, that if such employee then meets the requirements for advancement in rank, he shall be eligible to receive such advancement.

F. Employees on sabbatical leave shall continue membership in the School Employees' Retirement Association or the Teachers' Insurance and Annuity Association; provided, that in the event the employee goes on sabbatical leave for a year at half salary, the College shall pay into the retirement fund on behalf of such employee the amount required to be paid by it as if the employee were actually in full time daily attendance in his regular position for the entire academic year, but the employee shall make his contributions on the basis of one-half (1/2) his year's salary. Employees who are on a half year's sabbatical leave shall make their full contribution for retirement and the College shall make its regular contribution.

G. Sabbatical leave for professional development or travel shall not be granted unless the employee agrees in writing to return to his employment with the College for a period of not less than two (2) years immediately following such leave of absence. Failure to comply with his agreement may result in forfeiture of all compensation paid by the College during such leave, and the College shall have the right to enforce the return of such compensation as liquidated damages or otherwise, in any court of competent jurisdiction.

H. In considering applications for sabbatical leave, the College shall have the discretion to grant or deny such applications, but in no event shall more than ten (10%) per cent of the employees be on sabbatical leave during any academic year.

I. In the discretion of the Employer, (i) a sabbatical leave for one (1) semester, once granted, may be extended to include a second (2nd) semester without salary for such second (2nd) semester; (ii) an employee who receives sabbatical leave may accept grants, fellowships or other funds which are used to defray the cost of study, travel or research and shall not have his salary during said sabbatical reduced by such amounts; and (iii) the College may grant a sabbatical leave after a shorter period of time than seven (7) years but shall not be required to do so.

Section 8. Military leaves of absence, without pay, and reemployment rights shall be granted to employees eligible therefor in accordance with the requirements of the Military Selective Service Act of 1967 and the Armed Forces Reserve Act of 1952, as amended.

faculty who is involved to be present and to participate in the discussion.

D. In the event of failure to agree on any issue before the Review Committee, the College's determination shall be binding and its determination shall not be subject to the grievance procedure or to arbitration.

ARTICLE XXII. SCHOOL OF CONTINUING EDUCATION

Section 1. The Employer shall extend to an employee who is a full-time teacher an opportunity to teach a course or courses in the School of Continuing Education if the employee is, in the Employer's judgment, best qualified; provided, that if two (2) or more employees are best and equally qualified, in the Employer's judgment, to teach the same course or courses in the said School, the Employer shall determine which employee shall be given the teaching assignment.

Section 2. Notwithstanding any other provision of this Article, in the event an employee is not carrying a full teaching load, as defined in this Agreement, the Employer shall have the right to assign him to teach a course or courses in the School of Continuing Education which shall be deemed to be a part of said employee's teaching load; provided, that in assigning an employee to teach in the said School for the purpose of bringing said employee to his maximum load, as defined in this Agreement, only the FTUs credited to the said employee for the courses taught by him in said School shall be taken into account; and provided, further, that such employee shall not receive extra compensation for such teaching so long as his total teaching load, including his assignment in Continuing Education, does not result in a "compensable overload."

Section 3. An employee who teaches a course or courses in the School of Continuing Education which create a "compensable overload" shall be paid at the rate of One Hundred Thirty-Five (\$135.) Dollars per FTU for said FTUs which constitute a "compensable overload;" provided, however, that in the event enrollment in any course shall be less than twelve (12) students, the employee's rate per FTU shall be determined by dividing the number of students enrolled in the course by twelve (12) and multiplying the quotient by One Hundred Thirty-Five (\$135.) Dollars; provided, further, that in no event shall the rate per FTU exceed One Hundred Thirty-Five (\$135.) Dollars; and provided, further, that no class of less than two (2) enrolled students shall be held.

Section 4. Nothing herein contained shall limit the Employer's right to employ part-time teachers to teach Continuing Education courses or to determine which courses shall be given.

Section 5. On or before July 10 and December 1 of each academic year, the Employer shall notify the employees, by posting a notice or otherwise, of the courses it then expects to offer for the coming semester in the School of Continuing Education, in order to afford employees an opportunity of expressing their interest in teaching such courses; provided, that the Employer shall retain the right to withdraw any or all such courses, depending upon availability of a qualified teacher, limitations of instructional space, enrollment of less than two (2) students, or other factors consistent with this Agreement which the Employer deems relevant. Any employee desiring to teach any such courses shall notify the Employer in writing within twenty one (21) days following the notification.

Section 6. Employees, other than those referred to in Section 2 hereof, who accept an offer to teach a course or courses in the School of Continuing Education shall be expected to execute an agreement, prepared and submitted to them by the College, and return same to the College within fifteen (15) days after receipt thereof; provided, however, that if any employee executes such an agreement and fails to enter into the employment thus offered, his employment as an employee of the College shall be subject to termination.

Section 7. In the event the College determines to offer "short courses" (i.e., courses of less than sixteen (16) weeks duration) or courses contracted for with persons outside of the institution, the compensation of any employee who accepts an offer to teach any such course or courses shall be mutually agreed upon by the said employee and the College.

ARTICLE XXIII. SUMMER SCHOOL

Section 1. The Employer shall extend to an employee who is a full-time teacher an opportunity to teach a course or courses in Summer School if the employee is, in the Employer's judgment, best qualified; provided, that if two (2) or more employees are best and equally qualified, in the Employer's judgment, to teach the same Summer School course or courses, the Employer shall determine which employee is to be offered the teaching assignment.

Section 2. Employees shall be paid for Summer School teaching at the rate of Two Hundred

Section 9. In cases of expected maternity, employees shall terminate active duty with the College no less than three (3) months prior to the expected delivery of the child by applying for maternity leave within thirty (30) days after knowledge of the pregnancy; provided, that a physician's statement approving continued employment during the pregnancy accompanies the application. Such application shall indicate the employee's intention of returning to her employment and the date of return.

A. Employees obtaining maternity leave shall not receive salary from the date of said leave until their return to active employment.

B. Within three (3) months after the pregnancy has terminated, the employee shall notify the College whether she desires to return to work and, if so, will be expected to return at the start of the following semester, provided it begins no less than thirty (30) days from the said notification; provided, that failure to so notify the College shall be deemed to constitute a resignation.

C. The College shall place employees returning from maternity leave in their former position unless work would not be available for them under the terms of this Agreement.

Section 10. A leave of absence without pay and not to exceed one (1) year may be granted in the discretion of the Employer for personal reasons or to afford an employee the opportunity of work experience, advanced education in any field, or travel which the Employer believes will enhance his teaching capabilities or broaden his knowledge in the area of his discipline; provided, that leaves without compensation may be extended upon mutual agreement of the employee and the College for an additional period up to one (1) year but the employee shall apply for such extension at least one hundred twenty (120) days prior to the termination of his current leave.

Section 11. Additional leaves of absence up to two (2) years, without pay, may be granted in the discretion of the Employer for participating in a Fulbright or similar education exchange program of similar duration directly related to the employee's professional responsibilities.

Section 12. During any leave of absence for which the employee does not receive salary or continuation of benefits, the employee may at his option and to the extent feasible continue any or all such benefits at his own expense.

Section 13. Employees who are on leave of absence without pay for professional development shall continue to accrue seniority during such leave; provided, that such right to accrue seniority while on such leave shall be available no more than once every seven (7) years. Seniority shall be tolled for all other leaves without pay, unless otherwise provided in this Article.

Section 14. The exercise by the College of its discretion in any respect under this Article shall not be deemed to constitute a precedent.

ARTICLE XXI. MAXIMUM LOAD AND COMPENSABLE OVERLOAD

Section 1. Twenty-nine (29) FTUs (Faculty Teaching Units) shall be regarded as constituting a maximum load for teaching faculty who do not teach a mandated program.

Section 2. Compensable overload shall begin at thirty (30) FTUs and compensation shall be determined on the basis of One Hundred Thirty-Five (\$135.) Dollars per FTU.

A. In determining the number of compensable FTUs, there shall be a rounding off to the nearest whole FTU.

Section 3. Whether any compensable overload exists shall be determined by averaging the FTUs credited to the employee during the Fall Semester with those credited to him as of the end of the third (3rd) week of the Spring Semester.

Section 4. The parties shall establish a Joint Review Committee whose authority shall include problems which may arise in the administration of this Article in the following areas:

A. The correct number of FTUs to which an employee is to be credited; and

B. The number of students who may be assigned to any section.

C. The Review Committee shall consist of an equal number of representatives from the Association and the College; in its deliberations, it shall permit the individual member of the

Ninety (\$290.) Dollars per credit hour up to a maximum of eight (8) credit hours; provided, however, that in the event enrollment in any course shall be less than twelve (12) students, the employee's rate per credit hour shall be determined by dividing the number of students enrolled in the course by twelve (12) and multiplying the quotient by Two Hundred Ninety (\$290.) Dollars; provided, further, that in no event shall the rate per credit hour exceed Two Hundred Ninety (\$290.) Dollars and provided, further, that no class of less than two (2) enrolled students shall be held.

Section 3. Nothing herein contained shall limit the Employer's right to employ part-time teachers to teach or to determine which courses shall be given.

Section 4. On or before March 1 of each year, the Employer shall notify the employees, by posting a notice or otherwise, of the courses it then expects to offer in the following Summer School term in order to afford employees an opportunity of expressing their interest in teaching such courses; provided, however, that the Employer shall retain the right to withdraw any or all such courses depending upon availability of a qualified teacher, limitations of instructional space, enrollment of less than two (2) students, or other factors consistent with this Agreement which the Employer deems relevant. Thereafter, the Employer shall notify the employees of additional courses it intends to offer for the Summer School term, subject to the same right of withdrawal as herein set forth. Any employee desiring to teach any such courses shall notify the Employer in writing twenty-one (21) days following the notification by the Employer.

Section 5. Employees who accept an offer to teach Summer School shall be expected to execute an agreement, prepared and submitted to them by the College, and return same to the College within fifteen (15) days after receipt thereof; provided, however, that if an employee executes such an agreement and fails to enter into the employment thus offered, his employment as an employee of the College shall be subject to termination.

Section 6. Classes for the Summer School shall be held on forty (40) class days, not including registration or final examinations, and shall commence no later than July 5. No classes shall normally be scheduled for Saturdays or legal holidays.

ARTICLE XXIV. SALARIES

Section 1. Conditioned upon the Commonwealth of Pennsylvania enacting Senate Bill No. 31, or equivalent legislation to become effective on or before July 1, 1972, (such law to provide, in part, for the contribution by the Commonwealth of one-third (1/3) of the tuition of the College's full-time students, up to a maximum tuition of One Thousand Two Hundred (\$1,200.) Dollars per academic year) the following salary adjustments shall become effective as of July 1, 1972:

A. All employees except those who are newly employed on or after July 1, 1972, and those who are employed for eleven (11) months of the academic year shall receive an increase of Five Hundred (\$500.) Dollars in their current salary for the 1972-73 academic year.

B. All employees hired to commence work on or after July 1, 1972, shall be paid such salary as may be mutually agreed upon by the College and said employees.

C. Employees who are employed for eleven (11) months of the academic year shall receive an increment of Five Hundred Fifty (\$550.) Dollars in their current salary for the 1972-73 academic year.

Section 2. Promptly following the ratification of this Agreement, the College and the Association shall appoint a Joint Salary Committee which shall have the authority of attempting to develop standards and procedures whereby the salaries of employees will conform to a Point System. The said Committee shall consider all matters which they deem relevant to the establishment of a fair and equitable pay scale which shall include, but not be limited to, the academic degrees and certificates of the teacher, years of teaching experience or equivalent, years of teaching service with the College, educational background, proficiency as a teacher, etc.

A. Each party shall appoint to the said Committee, as many members as it desires, not exceeding five (5), but all recommendations of the Committee shall require unanimous concurrence.

B. The Committee's authority shall include reporting to the parties such agreements as they may have reached and the areas of disagreement which exist.

C. The Committee shall have no authority to make recommendations regarding pay

scales or the amount of money to be the equivalent of a Point.

D. The Committee shall complete its work on or before September 1, 1972; its report shall be available to the negotiators of the Association and the College in any future collective bargaining negotiations.

E. The deliberations and recommendations of the Committee shall not be made public.

ARTICLE XXV. VACATION FOR 12-MONTH EMPLOYEES

Section 1. Counselors and librarians within the bargaining unit shall receive twenty (20) work days of paid vacation each year. Teachers in the Practical Nursing Program within the bargaining unit shall receive ten (10) work days of paid vacation each year; provided, however, that promptly after the execution of this Agreement, the College shall request the Practical Nurses Division of the State Board of Education to grant said teachers a total of twenty (20) work days of paid vacation each year, and in the event of favorable action by said Division, such teachers shall receive the amount of paid vacation so granted, up to twenty (20) work days per year, effective on or after July 1, 1972.

ARTICLE XXVI. LIFE INSURANCE

Section 1. The College shall, at its expense, provide each employee with One Thousand (\$1,000.) Dollars of group life insurance for each One Thousand (\$1,000.) Dollars of his salary, as determined by the nearest One Thousand (\$1,000.) Dollars of his salary on each July 1.

ARTICLE XXVII. HOSPITALIZATION INSURANCE

Section 1. The College shall, at its expense, provide each employee with Blue Cross-Blue Shield, Plan B coverage; provided, that in the event any employee desires to include his dependents, he may do so at his expense and the College shall, upon proper written request from the employee, deduct the cost of such dependents' coverage from the employee's salary and remit same to Blue Cross-Blue Shield.

ARTICLE XXVIII. TRAVEL ALLOWANCE

Section 1. Employees who desire to travel to professional meetings, conferences and short duration non-credit courses (one (1) or two (2) days) shall notify their respective Department Chairmen or Directors and upon his recommendation, the Deans shall determine whether permission to attend such meetings and conferences shall be granted; provided, that an employee who is thus authorized to attend such meetings or conferences shall be reimbursed his actual expenses, up to a maximum of One Hundred (\$100.) Dollars per fiscal year which shall include mileage at the rate of twelve (12¢) cents per mile for the use of his own automobile.

Section 2. Any employee who is required by the College to use his personal car for College-related business shall be compensated for such use at the rate of twelve (12¢) cents per mile.

ARTICLE XXIX. RETIREMENT

Section 1. Employees shall retire at the end of the College fiscal year in which they attain the age of sixty-five (65); provided, that the College may extend service beyond age sixty-five (65) for periods not to exceed one (1) year at one (1) time.

ARTICLE XXX. TUITION REIMBURSEMENT AND WAIVER

Section 1. Employees who enroll in college courses directly related to their professional improvement shall be reimbursed for their actual tuition expenses up to Forty (\$40) Dollars per credit, as provided herein.

A. The determination of whether the course or courses to be taken are for the employee's professional improvement shall be made by the College.

B. Within two (2) weeks of enrollment in such course or courses, the employee shall inform the President's office in writing thereof. In the event the employee shall successfully

complete such course or courses and furnish the President's office with evidence of payment of the tuition by September 15, he shall receive reimbursement by the College on or before the pay period following October 1; provided, that the employee is in the employ of the College on said October 1.

Section 2. Section 1 hereof shall not be applicable to any employee on sabbatical leave of absence.

Section 3. All employees, their dependent children and spouse, shall be entitled to a waiver of tuition of the student's share of operating costs for courses taken at the College, as herein provided, but the school district where such employees reside, if a sponsor, shall pay its share of the tuition and service fee in behalf of the said employees, their dependent children and spouse; provided, however, that employees, their dependent children and spouse who reside in a non-sponsor district of the College shall not be eligible hereunder, except that they shall be entitled to a waiver of tuition of the student's share of operating costs for such courses as they may take at the College but shall pay the school district's share of tuition and service fee. The employee shall be entitled to reimbursement for school district's share of tuition and service fee up to the amount specified in Section 1 of this Article, on or before the pay period following the next October 1.

A. Employees who are not on leave of absence shall be entitled to a waiver of tuition, as in this Section provided, for two (2) courses per semester.

B. Courses in which an employee enrolls hereunder shall be taken outside of his regular working hours.

ARTICLE XXXI. NO DISCRIMINATION

Section 1. The parties to this Agreement agree not to discriminate against any employee because of race, creed, political affiliation, color, national origin, age, or sex, and shall take such steps as may be necessary to insure that this provision is complied with.

ARTICLE XXXII. PRINTING OF AGREEMENT

Section 1. The Association and the College agree to print five hundred (500) copies of this Agreement promptly after its execution (two hundred fifty (250) for each party) and to share equally the cost of such printing.

ARTICLE XXXIII. MISCELLANEOUS

Section 1. Part-time employees shall include teachers, counselors, and librarians who are employed on an hourly or credit hour basis, rather than on a full-time basis.

Section 2. Full-time teachers shall be on duty during registrations. They shall be available at their office for consultation whenever required, unless there is a need to assign them to a registration area.

Section 3. Employees may be requested to act as sponsors of and advisors to student clubs and organizations; provided, that they shall not be required to chaperone social functions of such clubs and organizations nor provide custodial services when such functions are held.

Section 4. As the College is built, the Employer shall make all reasonable efforts to provide adequate facilities, heating, cooling, lighting, and ventilation in instructional areas, including shared offices and desks for the teaching faculty. The Employer shall also make all reasonable efforts to provide adequate parking facilities for use of the teaching faculty.

Section 5. Employees shall have the privilege of purchasing professional supplies and books for their personal use from existing stocks of the College's book store, at fifteen (15%) per cent discount from the regular purchase price.

Section 6. Employees who expect to be absent from their employment shall, as early as possible, notify their Department Chairman or Director.

Section 7. Employees who are employed on a twelve (12)-month basis shall be paid biweekly;

employees who are employed on a shorter period than twelve (12) months may elect to be paid biweekly over twelve (12) months or biweekly for the duration of their current employment; provided, that they may choose to pick up their pay check at the College, or have it mailed to their homes or to a designated bank.

Section 8. Employees shall have access without charge to the dispensary, which shall be open from 8:00 a. m. to 10:00 p. m. Monday through Friday, during work days in the academic year. There shall be at least one registered nurse available at the said dispensary during the hours at which it is open. During Summer School, a registered nurse shall be on duty between the hours of 9:00 a. m. and 4:00 p. m. on work days.

Section 9. Employees shall attend all institution sponsored functions such as Convocations, College Commencement, Registrations (except as otherwise provided in this Agreement), Orientations, In-Service Meetings, Parents' Day, and Open House; provided, however, that the respective Deans and Department Chairmen (or Directors) shall designate on a fair and reasonable basis which employees shall be present on campus on Parents' Day and Open House and at Orientations and In-Service Meetings; and provided, further, that AVTS faculty shall not be required to attend College Commencement.

ARTICLE XXXIV. INVALIDITY

Section 1. In the event the provisions contained in Articles II, III, V, VI, VII, XV, XX, XXI, XXIX, and XXXV, or any of them, shall be held by a court of competent jurisdiction to be contrary to law, the parties shall promptly meet to consider what changes, if any, shall be substituted therefor, and shall be guided by the principle of varying as little as possible from the invalid provision. If they shall fail to agree after a reasonable period of negotiations, the issue shall be referred to binding arbitration, within the principles of Article VI, Section 3, Step 4 A. through F., and the arbitrator shall be guided by the principle herein stated.

ARTICLE XXXV. DURATION OF AGREEMENT

Section 1. Except as provided in Section 2 of this Article, this Agreement shall take effect on July 1, 1972 and continue in effect until midnight of June 30, 1973; provided, however, that it shall be automatically renewed from year to year thereafter unless either party shall serve written notice by registered or certified mail on the other of its desire to terminate, modify or amend this Agreement. Such notice shall be served no later than one hundred and seventy-two (172) calendar days prior to the College's budget submission date (the first Monday in March) so as to permit the parties to conform to the provisions of Act 195 (Public Employee Relations Act).

Section 2. Regardless of any other provision of this Agreement, immediately upon the execution hereof, the following Articles of this Agreement shall take effect: Articles I through XI, Article XII, Section 3, Articles XIII, XIV, XV, Article XXIII, Sections 4 and 5, and Articles XXXI through XXXV.

Signed at Williamsport, Pa., the day and year first above written.

The Williamsport Area Community College

Williamsport Area Community College
Education Association

By Clyde E. Williamson
Chairman, Board of Trustees

By Phillip D. Landers
President

L. Clifford Myers
Secretary

William H. Ealer
Association Negotiator

David B. Clark
Association Negotiator

Ned S. Coates
Association Negotiator